

INVITATION FOR BID

ISSUING OFFICE:

**GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915**

CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED: June 4, 2015

BID INVITATION NO: GSA-062-15

BID FOR: BUS (SCHOOL) 60 PASSENGER TYPE C (LATEST MODEL)

SPECIFICATION: SEE ATTACHED

DESTINATION: DEPARTMENT OF PUBLIC WORKS – BUS OPERATIONS

REQUIRED DELIVERY DATE: 220 Days Upon Receipt of Purchase Order.

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: **INDIVIDUAL** **PARTNERSHIP** **CORPORATION**

INCORPORATED IN:

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) **10:00AM** Date: **6/19/15** and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 90 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:**

AWARD: CONTRACT NO.: _____ **AMOUNT:** _____ **DATE:** _____

ITEM	NO(S).	AWARDED:
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CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

**SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:**



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO. : GSA-062-15

DESCRIPTION:

BUS (SCHOOL) 60 PASSENGER TYPE C (LATEST MODEL)

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

- (X) **BID GUARANTEE (15% of Bid Amount) May be in the form of;**
Reference #11 on the General Terms and Conditions
- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
1. Current Certificate of Authority issued by the Insurance Commissioner;
 2. Power of Attorney issued by the Surety to the Resident General Agent;
 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.
- (X) **BROCHURES/DESCRIPTIVE LITERATURE;**
- (X) **AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION**
- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.
- (X) **OTHER REQUIREMENTS:**
Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees, Current Business License

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2015, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-062-15

BUS (SCHOOL) 60 PASSENGER TYPE C (LATEST MODEL)

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit by fax form to **475-1727**

Acknowledgement Receipt Form must be submitted no later than three (3) days upon receipt of IFB package.

Name	<hr/>
Signature	<hr/>
Date	<hr/>
Time	<hr/>
Contact Number	<hr/>
Fax Number	<hr/>
Contact Person regarding IFB	<hr/>
Title	<hr/>
E-Mail Address	<hr/>
Company/Firm	<hr/>
Address	<hr/>

Note: GSA recommends that prospective bidders register current contact Information with GSA to ensure they receive any notices regarding any changes or update to the IFB. The procuring agency and GSA will not be liable for failure to provide notice to any party who did not register current contact information.

All questions and concerns in regards to this bid must be submitted via fax attention to the Chief Procurement Officer no later than **June 12, 2015** close of business.

AFFIDAVIT RE ETHICAL STANDARDS

CITY OF _____)
) ss.
ISLAND OF GUAM)

_____, *State name of affiant signing below*], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

CITY OF _____)
) ss.
ISLAND OF GUAM)

duly sworn, deposes and says that: *[state name of affiant signing below]*, being first

1. The name of the offering firm or individual is *[state name of offeror company]*
_____. Affiant is _____ *[state one of*
the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid
or proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and
kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to
violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam
employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in
connection with the offerors proposal.

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the
offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____, _____.

Special Provisions

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

Signature of Bidder	Date
Proposer, if an individual; Partner, if a partnership; Officer, if a corporation.	

Subscribed and sworn before me this _____ day of _____, 2015

Notary Public

FORM E

DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: **GSA-062-15**

BUS (SCHOOL) 60 PASSENGER TYPE C (LATEST MODEL)

Name of Offeror Company: _____ hereby
certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror,
an officer of the offeror) making the bid or proposal in the foregoing identified
procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which
read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be
applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued
by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

Diane C. Koplewski	Division of	Wage Determination No.: 2005-2147
Director	Wage Determinations	Revision No.: 17
		Date Of Revision: 12/22/2014

Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10 for 2015 that applies to all contracts subject to the Service Contract Act for which the solicitation is issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.10 (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59

05130	- Motor Equipment Metal Mechanic	13.06
05160	- Motor Equipment Metal Worker	12.10
05190	- Motor Vehicle Mechanic	13.06
05220	- Motor Vehicle Mechanic Helper	10.12
05250	- Motor Vehicle Upholstery Worker	12.10
05280	- Motor Vehicle Wrecker	12.10
05310	- Painter, Automotive	12.37
05340	- Radiator Repair Specialist	12.10
05370	- Tire Repairer	7.81
05400	- Transmission Repair Specialist	12.10
07000	- Food Preparation And Service Occupations	
07010	- Baker	10.47
07041	- Cook I	9.54
07042	- Cook II	11.78
07070	- Dishwasher	7.25
07130	- Food Service Worker	7.78
07210	- Meat Cutter	11.86
07260	- Waiter/Waitress	7.59
09000	- Furniture Maintenance And Repair Occupations	
09010	- Electrostatic Spray Painter	14.38
09040	- Furniture Handler	8.85
09080	- Furniture Refinisher	14.38
09090	- Furniture Refinisher Helper	10.66
09110	- Furniture Repairer, Minor	12.51
09130	- Upholsterer	14.38
11000	- General Services And Support Occupations	
11030	- Cleaner, Vehicles	8.23
11060	- Elevator Operator	8.23
11090	- Gardener	10.99
11122	- Housekeeping Aide	8.33
11150	- Janitor	8.23
11210	- Laborer, Grounds Maintenance	9.14
11240	- Maid or Houseman	7.25
11260	- Pruner	8.23
11270	- Tractor Operator	10.33
11330	- Trail Maintenance Worker	9.14
11360	- Window Cleaner	9.14
12000	- Health Occupations	
12010	- Ambulance Driver	15.81
12011	- Breath Alcohol Technician	15.81
12012	- Certified Occupational Therapist Assistant	21.70
12015	- Certified Physical Therapist Assistant	21.70
12020	- Dental Assistant	13.20
12025	- Dental Hygienist	29.85
12030	- EKG Technician	23.96
12035	- Electroneurodiagnostic Technologist	23.96
12040	- Emergency Medical Technician	15.81
12071	- Licensed Practical Nurse I	14.14
12072	- Licensed Practical Nurse II	15.81
12073	- Licensed Practical Nurse III	17.63
12100	- Medical Assistant	11.54
12130	- Medical Laboratory Technician	14.14
12160	- Medical Record Clerk	11.82
12190	- Medical Record Technician	13.59
12195	- Medical Transcriptionist	14.14
12210	- Nuclear Medicine Technologist	34.75
12221	- Nursing Assistant I	10.03
12222	- Nursing Assistant II	11.30
12223	- Nursing Assistant III	12.31
12224	- Nursing Assistant IV	13.84
12235	- Optical Dispenser	15.81
12236	- Optical Technician	14.14
12250	- Pharmacy Technician	13.41
12280	- Phlebotomist	13.84
12305	- Radiologic Technologist	22.64
12311	- Registered Nurse I	20.70
12312	- Registered Nurse II	25.32
12313	- Registered Nurse II, Specialist	25.32
12314	- Registered Nurse III	30.64
12315	- Registered Nurse III, Anesthetist	30.64
12316	- Registered Nurse IV	36.72
12317	- Scheduler (Drug and Alcohol Testing)	19.59
13000	- Information And Arts Occupations	
13011	- Exhibits Specialist I	15.06
13012	- Exhibits Specialist II	18.66

13013 - Exhibits Specialist III	22.83
13041 - Illustrator I	15.06
13042 - Illustrator II	18.66
13043 - Illustrator III	22.83
13047 - Librarian	20.66
13050 - Library Aide/Clerk	12.00
13054 - Library Information Technology Systems Administrator	18.66
13058 - Library Technician	15.06
13061 - Media Specialist I	13.46
13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I	(see 1) 15.73
14072 - Computer Programmer II	(see 1) 19.50
14073 - Computer Programmer III	(see 1) 23.84
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1) 24.23
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Drycleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69

23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38
23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air-Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90

27007	-	Baggage Inspector	7.35
27008	-	Corrections Officer	12.05
27010	-	Court Security Officer	12.05
27030	-	Detection Dog Handler	10.90
27040	-	Detention Officer	12.05
27070	-	Firefighter	12.05
27101	-	Guard I	7.37
27102	-	Guard II	10.90
27131	-	Police Officer I	12.05
27132	-	Police Officer II	13.40
28000	-	Recreation Occupations	
28041	-	Carnival Equipment Operator	9.53
28042	-	Carnival Equipment Repairer	10.08
28043	-	Carnival Equipment Worker	7.78
28210	-	Gate Attendant/Gate Tender	13.18
28310	-	Lifeguard	11.01
28350	-	Park Attendant (Aide)	14.74
28510	-	Recreation Aide/Health Facility Attendant	10.76
28515	-	Recreation Specialist	18.26
28630	-	Sports Official	11.74
28690	-	Swimming Pool Operator	17.71
29000	-	Stevedoring/Longshoremen Occupational Services	
29010	-	Blocker And Bracer	15.20
29020	-	Hatch Tender	15.20
29030	-	Line Handler	15.20
29041	-	Stevedore I	14.22
29042	-	Stevedore II	16.25
30000	-	Technical Occupations	
30010	-	Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011	-	Air Traffic Control Specialist, Station (HFO) (see 2)	24.66
30012	-	Air Traffic Control Specialist, Terminal (HFO) (see 2)	27.16
30021	-	Archeological Technician I	17.49
30022	-	Archeological Technician II	19.56
30023	-	Archeological Technician III	24.21
30030	-	Cartographic Technician	23.18
30040	-	Civil Engineering Technician	21.93
30061	-	Drafter/CAD Operator I	17.49
30062	-	Drafter/CAD Operator II	19.56
30063	-	Drafter/CAD Operator III	20.74
30064	-	Drafter/CAD Operator IV	24.21
30081	-	Engineering Technician I	14.62
30082	-	Engineering Technician II	16.41
30083	-	Engineering Technician III	18.36
30084	-	Engineering Technician IV	22.34
30085	-	Engineering Technician V	27.83
30086	-	Engineering Technician VI	33.66
30090	-	Environmental Technician	21.10
30210	-	Laboratory Technician	20.74
30240	-	Mathematical Technician	23.34
30361	-	Paralegal/Legal Assistant I	19.06
30362	-	Paralegal/Legal Assistant II	21.53
30363	-	Paralegal/Legal Assistant III	26.35
30364	-	Paralegal/Legal Assistant IV	30.80
30390	-	Photo-Optics Technician	21.93
30461	-	Technical Writer I	22.17
30462	-	Technical Writer II	27.10
30463	-	Technical Writer III	32.79
30491	-	Unexploded Ordnance (UXO) Technician I	22.74
30492	-	Unexploded Ordnance (UXO) Technician II	27.51
30493	-	Unexploded Ordnance (UXO) Technician III	32.97
30494	-	Unexploded (UXO) Safety Escort	22.74
30495	-	Unexploded (UXO) Sweep Personnel	22.74
30620	-	Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs			
30621	-	Weather Observer, Senior (see 2)	23.00
31000	-	Transportation/Mobile Equipment Operation Occupations	
31020	-	Bus Aide	8.15
31030	-	Bus Driver	9.69
31043	-	Driver Courier	8.97
31260	-	Parking and Lot Attendant	7.25
31290	-	Shuttle Bus Driver	9.99
31310	-	Taxi Driver	8.21
31361	-	Truckdriver, Light	8.97
31362	-	Truckdriver, Medium	11.61
31363	-	Truckdriver, Heavy	12.48
31364	-	Truckdriver, Tractor-Trailer	12.48

99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04
99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$4.02 per hour or \$160.80 per week or \$696.79 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined.

Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

AFFIDAVIT re NON-COLLUSION

CITY OF _____)
ISLAND OF GUAM) ss.

_____, *[state name of affiant signing below]*, being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is *[state name of company]*
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me

this _____ day of _____, 201_____.

NOTARY PUBLIC

My commission expires _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

CITY OF _____)
ISLAND OF GUAM) ss.
_____)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC

My commission expires _____

AFFIDAVIT re CONTINGENT FEES

CITY OF _____)
ISLAND OF GUAM) ss.
)

_____ [state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__

NOTARY PUBLIC
My commission expires _____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2015

(SEAL)

(PRINCIPAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- ☒ 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- ☒ 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- ☒ 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- ☒ 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- ☒ 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- ☒ 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- ☐ 7. **"ALL OR NONE" BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all. The Government will not award on an itemized basis.
- ☒ 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- ☒ 9. **BIDDER'S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- ☒ 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder's name, Bid number, time, date and place of Bid Opening.
- ☒ 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier's Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier's Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier's check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier's Check will serve as Bid Security for this procurement.**
- ☒ 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- ☒ 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety's resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- ☒ 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- ☒ 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions. (2 GAR, Div. 4 § 3116)

☐ 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

☒ 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

☒ 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

☒ 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

☐ 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

☐ 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

☒ 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

☐ 23. **MARKING:** Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

☒ 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

☒ 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

☒ 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

☒ 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or services are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

☒ 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [X] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [X] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [X] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. 2 GAR, Div.4 §3121(e) (1) (C) and 2 GAR, Div.4 § 3121(e)(1)(D).
- [] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. 2 GAR, Div.4 § 3121(e) (1) (G).
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____ Title: _____

Address: _____ Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to informed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any Attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) Definition: Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) Treatment: No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. **GOVERNMENT FURNISHED PROPERTY:** No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.
10. **SELLER' INVOICES:** Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.
11. **RECEIPT, OPENING AND RECORDING OF BIDS:** Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
12. **CONFIDENTIAL DATA:** If a bidder considers any information submitted in its bid to be confidential, the bidder must identify in writing to the Government those portions which it considers confidential, and must request in writing that those portions be kept confidential. Only trade secrets and proprietary data will be considered confidential. If there is a request for confidentiality, the Government will render a decision on the request as soon as practicable after bids are opened. The Government will advise any bidder requesting confidentiality, of the Government's decision in writing. If the Government does not agree with a bidder's request, then the Government will inform the bidder that it may lodge a protest regarding any part of the Government's decision by following the procedure for protests outlined in Chapter 9 of the Guam Procurement Regulations.
13. **PROHIBITION AGAINST GRATUITIES AND KICKBACKS:** With respect to this procurement and any other contract that bidder may have or wish to enter into with the Government, the bidder represents that he/she has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.
14. **STATEMENT OF QUALIFICATIONS:** The ability capacity and skill of the Bidders to perform; Whether the bidder can perform promptly or within the specified time; The quality of performance of the Bidder with regards to awards previously made to him; The sufficiency of the financial resources and ability of the bidders to perform; And the compliance with all of the conditions to the solicitation.

ITEM NO.	DESCRIPTION	QTY	UOM	UNIT PRICE	PRICE EXTENSION
1.1	School Bus (60 Passengers) Type C (Latest Model) <i>As per the following specifications:</i>	27	EA.	\$_____	\$_____

GENERALS:

These specifications have been written to describe minimum equipment and performance requirements to be supplied by the equipment manufacturer bidding. Reasonable test may be conducted upon delivery before acceptance.

The successful bidder shall furnish all necessary and desirable information instructions for the proper operation of the equipment.

The Government of Guam reserves the right to accept and/or reject any and all bids, to waive any defects, irregularities, or specification discrepancies and to award the bid as council deems to be in the best interest of the government.

Each School Bus shall be new / unused, current model year or later production.

Each School Bus shall be supplied with all standard equipment and accessories indicated in manufacturer’s published literature/brochure unless specifically deleted as stated in this specification. Optional equipment necessary to meet the requirements of this specification shall be provided.

Standard: Each School Bus shall meet the applicable requirements for U.S. Department of Transportation (DOT), U.S. EPA , School Bus Safety and Federal Motor Vehicle Safety Standards (FMVSS).

Certification: Each School Bus shall display a permanent **durable, legible** certification data plate mounted within the driver’s compartment of the vehicle. On this data plate the manufacture shall certify that the bus is in compliance with the applicable DOT and FMVSS regulations, and is manufactured from all new components. All chassis\body identification information shall appear on this certification data plate. *The bus body data plate shall specify the maximum capacity of the body; (Number of passengers the bus can transport)*

An Updated, Original Manufacture’s brochure, basic dimensional drawings and seating plan for buses being offered shall be furnished with this bid proposal.

Design: Buses shall be engineered with consideration to the elements of Guam’s climate. Buses shall be designed to minimize water damage to all components.

SCHOOL BUS CHASSIS SPECIFICATIONS

<u>SPECIFICATIONS:</u>	<u>BIDDING ON \ REMARKS:</u>
<u>Air Cleaner</u> The engine intake air cleaner shall be properly installed to meet engine specifications with a restriction indicator.	<hr/>
<u>Axles</u> Vehicle minimum axle capacities at ground when loaded shall meet the body GVWR. Axle assemblies shall have the following minimum capacities at ground: Front: 10,000 lbs. Rear: 19,000 lbs. Total: 29,000 lbs. (GVWR)	<hr/> <hr/> <hr/>
*Proposals that offer a total GVWR of more than 29,000 lbs. would exceed the minimum requirements and therefore be acceptable.	
Front wheel bearings shall be oil filled with a see-thru inspection cup.	<hr/>
<u>Brakes</u> <i>(Meets all Federal Motor Vehicle Safety Standard for air brakes)</i> Straight air braking system including service and parking brakes.	<hr/>
Warning signals located within the interior of driver compartment and clearly Audible and visible to the driver, that will give a continuous warning when air pressure available in the system for braking is 60 psi or less.	<hr/>
Antilock brake system (ABS) shall control all axles.	<hr/>
(13.5 CFM) air compressor minimum with air dryer and reservoir capacity equal to or greater than two (2) times total volume of all brake activators at full travel. Reservoir tanks shall have drain valve easily accessible to driver.	<hr/>
Brake system shall be designed to permit visual inspection of brake lining wear without the removal of any chassis components.	<hr/>
S-cam-type with dust covers, camshaft shall rotate in the same direction as the wheel. Automatic slack adjusters shall be the same design on all wheels.	<hr/>
Minimum brake lining sizes shall meet the following: (4 inches front \ 7 inches rear).	<hr/>
Emergency brake system, spring loaded type with brake chambers that allow for caging. Separate valve mounted on instrument panel to activate parking brake.	<hr/>
<u>Bumpers</u> Front: The front bumper shall be of pressed steel channel or equivalent material at least 3/16 inch thick , not less than 8 inches wide (high) and shall extend beyond forward most part of the body, grille, hood and fenders at bumpers top line.	<hr/>
Tow eyes or hooks shall be furnished and attached so as not to project beyond the front bumper. The bumper shall be designed or reinforced so that it will not deform, when bus is lifted by a chain that is passed under the bumper (<i>or through the bumper if holes are provided for this purpose</i>) and attached to both tow eyes.	<hr/>

SPECIFICATIONS:	BIDDING ON \ REMARKS:
Rear: The rear bumper shall be of pressed steel channel or equivalent material at least 3/16 inch thick , not less than 9 1\2 inches wide (high).	<hr/>
Bumper shall be wrapped around the back corners of the bus. It shall extend forward at least 12 inches from the rear-most point of body at the floor line. Bumper shall be attached in a manner that it may be easily removed. It shall be so braced as to withstand impact from rear or side.	<hr/>
Bumper shall extend at least one inch beyond rear- most part of the body surface measured at the floor line. The bottom of rear bumper shall not be more than 30 inches above ground level.	<hr/>
Color The Chassis and bumpers shall be painted black .	<hr/>
Wheel rims shall be painted black .	<hr/>
Drive Shaft Torque capacity of drive shaft assembly shall at least equal maximum engine torque as developed through lowest transmission gear reduction.	<hr/>
Drive shaft shall be equipped with protective metal guard\s to reduce the possibility of it whipping through the floor or dropping to ground if broken	<hr/>
Electrical system (12 volt)	
Battery\Batteries (Top Post)	<hr/>
Batteries shall have a minimum total of 1,800 cold cranking amps . Shall have master on\off switch.	<hr/>
Alternator Heavy-Duty bus type alternator capable of producing a minimum output rating of 185 amperes . The alternator shall be capable of producing a minimum of 50 percent of its maximum output at the engine manufacturer's recommended idle speed.	<hr/>
Wiring All wiring shall conform to current applicable recommended practices of the Society of Automotive Engineers.	<hr/>
All wiring shall be standard colors and number coding and each bus shall be delivered with a wiring diagram that coincides with the wiring of the chassis. All wires passing through metal openings shall be protected by a grommet or loom.	<hr/>
Circuits An appropriate identifying diagram (color and number coded) for electrical circuits shall be provided.	<hr/>
Cooling System The radiator and charge air cooler shall be of a Heavy-Duty design , tandem mounted. Cooling fans shall be a minimum of 25" diameter with 9 blades driven by a single poly-vee belt and a fully automatic On\Off electromagnetic or viscous clutch fan.	<hr/>
Engine <i>(Majority of existing DPW bus fleet is powered by Cummins engines, therefore, preferred).</i>	
Cummins ISB turbo charged diesel 210-240 HP minimum. *Or equivalent Electronically controlled. Must meet current EPA emissions requirements Guam. Air to Air after cool. <i>(Must be able to operate with fuel available on Guam).</i>	<hr/>

SPECIFICATIONS:

BIDDING ON \ REMARKS:

If fuel or after treatment (Diesel Exhaust Fluid; DEF) additive is required then **30 gallons** per bus shall be provided at the time of delivery.

Exhaust System

The muffler and the tail pipe shall be constructed of aluminized, or equivalent corrosion resistant material. The tailpipe shall be made of at least 16 gauge material and shall be mounted in such a way that will not cause damage to brake lines.

The muffler \ after treatment device (*if applicable*) and exhaust pipe shall be properly insulated from the fuel tank, lines and connections by a protective shield at any point where it is **4 inches** or less from fuel tank, lines or connections.

No exhaust pipe shall exit beneath an emergency exit or the fuel fill.

The tailpipe shall exit through the rear bumper. The tailpipe shall possess sufficient clamps and or brackets to eliminate rattles.

Fenders\ Hood\Wheel Housings

The total spread of outer edges of fenders\ wheel housings\ skirts shall exceed the total spread of the front and rear tires when the front wheels are in a straight-ahead position.

Front fenders shall be properly braced and free from any body attachments.

A fiberglass or other reinforced resin composite tilt hood shall be provided. The hood opening and closing effort shall be minimized to aid the driver with pre-trip inspections and service. If the hood is not designed to remain secure in the open position, a safety prop will be required. The wiring harness shall be a “quick disconnect” type to aid with servicing.

Frame

Highest chassis frame PSI yield strength option, as stated in the manufacturer’s brochure, shall be provided.

The frame shall be of such design and strength characteristics as to correspond at least to standard practice for trucks of the same general load characteristics, which are used for highway use.

A secondary manufacture that modifies the original chassis shall guarantee the performance of workmanship and material resulting from such modification.

Any frame modification shall not be for the purpose of extending the wheelbase.

Holes in top or bottom flanges or side units of the frame, and welding to the frame, shall not be permitted except as provided or accepted by the chassis manufacturer.

Fuel Tank (*Buses shall be delivered with full tank of fuel and fuel/after treatment additive if applicable*).

(60-gallon minimum) The tank shall be filled and vented to the outside of the body, the location of which shall be so that accidental fuel spillage will not drip or drain on any part of the exhaust system.

No portion of the fuel system, which is located to the rear of the engine compartment, except the filler tube, shall extend above the top of the chassis frame rail. Fuel lines shall be mounted to obtain maximum possible protection from the chassis frame.

<u>SPECIFICATIONS:</u>	<u>BIDDING ON \ REMARKS:</u>
Fuel filters shall be installed as per manufacturer's specifications.	<hr/>
Fuel filtration shall include water detection and separation . At least one fuel filter shall have a replaceable spin-on or cartridge-type element.	<hr/>
Fuel tank installation shall be on the chassis right frame rail or between frame rails; the filler tube shall be located on the right side of the bus.	<hr/>
Fuel tanks shall have interior baffles to help prevent buses from fuel starvation on inclines.	<hr/>
<u>Horns</u> (Dual electric) Buses shall be equipped with horns of standard make with each horn capable of producing a complex sound in bands of audio frequencies between 250 and 2,000 cycles per second and tested per the Society of Automotive Engineers Standard J-377.	<hr/>
<u>Instruments and Instrument Panel</u> Buses shall be equipped with the manufacturers' standard instruments and gauges. (<i>Lights in lieu of gauges are not acceptable</i>):	<hr/>
<u>Oil Filter</u> An Oil filter system with replaceable element\ s shall be provided (<i>Engine-mounted design</i>). The oil filters shall have a capacity of at least one (1) quart.	<hr/>
<u>Openings</u> All openings in the floorboard or firewall between the chassis and the passenger-carrying compartment shall be sealed.	<hr/>
<u>Shock Absorbers</u> Buses shall be equipped with Heavy-Duty front and rear double-action shock absorbers compatible with the manufacturer's rated axle capacity at each wheel location.	<hr/>
<u>Steering</u> (Power) The steering gear shall be approved by the chassis manufacturer and designed to assure safe and accurate performance when the vehicle is operated with maximum load and at maximum speed.	<hr/>
If external adjustments are required, the steering mechanism must be accessible to accomplish the same.	<hr/>
No changes shall be made in the steering apparatus, which are not approved by the chassis manufacturer.	<hr/>
There shall be a clearance of at least two inches between the steering wheel and instrument panel, windshield, or any other surface.	<hr/>
The steering system shall be designed to provide a means for lubrication of all wear-points, if wear-points are not permanently lubricated.	<hr/>
<u>Tires and Rims</u> (Manufacturer's standard size) <i>Mud flaps at all wheels.</i>	
Radial tubeless tires and rims of proper size and tires with a load rating commensurate with chassis manufacturer's GVWR shall be provided.	<hr/>
Dual rear tires shall be provided.	<hr/>

<u>SPECIFICATIONS:</u>	<u>BIDDING ON \ REMARKS:</u>
All tires shall be of the same size and the load range of said tires shall meet or exceed the gross axle weight rating as required by FMVSS 120.	_____
Buses shall be equipped with a spare tire and rim assembly, it shall be of the same size as those mounted on the vehicle.	_____
<u>Transmission</u> (Automatic) With auxiliary cooler. (Ref. Allison 2500 PTS) or equal.	_____
The automatic transmission shall have at least four forward-gear ratios, plus integral torque converter. The transmission shift quadrant shall provide at least four forward drive ranges plus neutral and reverse ranges. Within the range selected, ratio changes shall be effected automatically and at full engine power if desirable, and without use of an engine disconnect clutch.	_____
<u>Turning Radius</u> 50 degree wheel cut minimum. * Maximum applicable wheel cut feature, as stated in manufacturer's brochure shall be provided.	_____
<u>Wheelbase:</u> (270" inches minimum)	_____

SCHOOL BUS BODY SPECIFICATIONS

<u>SPECIFICATIONS:</u>	<u>BIDDING ON / REMARKS:</u>
<u>Aisle:</u> The aisle between the passenger seating, shall be no less than 15 inches wide.	_____
<u>Back-Up Warning Alarm</u> An automatic, audible alarm shall be installed behind the rear axle and shall comply with the Society of Automotive Engineers published Back-up Alarm Standards (SAE 994). The alarm shall have a protective deflector shield.	_____
<u>Battery Compartment</u> (<i>Lockable with 2 spare keys</i>) Battery/batteries shall be securely attached on a slide-out or swing-out tray in a closed, vented compartment in the body skirt, so that the battery is accessible for convenient servicing from the outside. The battery compartment door or cover shall be hinged at the front and secured by an adequate and conveniently-operated latch or other type fastener.	_____
<u>Color:</u> (<i>In accordance with colorimetry specifications of Federal Standards</i>). The school bus body shall be painted National School Bus Gloss Yellow .	_____
The body exterior paint trim, bumpers, lamp hoods, rub rails and lettering shall be black .	_____
The roof of the bus shall be painted white not to extend below the drip rails on the sides of the body.	_____
<u>Construction</u> Construction shall be of prime commercial quality steel or other material with strength at least equivalent to all-steel as certified by the bus body manufacturer. All such construction materials shall be fire resistant.	_____
Construction shall be dust proof and watertight, so the bus does not leak under normal operating conditions.	_____

SPECIFICATIONS:	BIDDING ON \ REMARKS:
<u>Defroster\Defogger</u> Manufacturer's standard windshield defogger system conforms to SAE standards J0381 & 382.	<hr/>
<u>Doors</u> Service Door: (Manual or Air Operated)	<hr/>
The service door shall have a minimum horizontal opening of 24 inches and a minimum vertical opening of 68 inches .	<hr/>
The service door shall be outward opening .	<hr/>
Lower, as well as upper door panels, shall be of approved safety glass. The bottom of each lower glass panel shall not be more than 10 inches from the top surface of the bottom step. The top of each upper glass panel shall not be more than 6 inches from the top of the door.	<hr/>
Vertical closing edges on entrance doors shall be equipped with flexible material to protect the children's fingers.	<hr/>
There shall be no door to the left in the driver's compartment.	<hr/>
All doors shall be equipped with padding at the top edge of each door opening. Pad shall be at least three inches wide (high) and one inch thick and extend the full width of the door opening.	<hr/>
The amber warning lights shall be activated from a momentary switch.	<hr/>
<u>Emergency Exits</u>	
Emergency Doors: 2 inch black vinyl adhesive lettering shall be placed on the exterior middle of rear exit and read the following: (" Stop When Top Red Lights Are Flashing ")	<hr/>
The rear emergency door shall be hinged on the right side. Exist shall open outward and be labeled inside to indicate how it is to be opened. A device shall be used that holds the door open to prevent the emergency door from closing during emergencies.	<hr/>
The upper and lower portions of the emergency doors shall be equipped with approved safety glazing.	<hr/>
There shall be no steps leading to the emergency door.	<hr/>
The words EMERGENCY DOOR , in letters at least two inches high, shall be placed at the top of or directly above the emergency door or on the door in the metal panel above the top glass, both inside and outside of the bus. The words EMERGENCY EXIT in letters at least 2 inches high shall be placed on the exterior body directly above each emergency window\s.	<hr/>
The emergency door shall be equipped with padding at the top edge of door opening. Padding shall be at least three inches wide (high) and one inch thick, and extend the full width of the door opening.	<hr/>
There shall be no obstruction higher than 1/4 inch across the bottom of the emergency door opening.	<hr/>
Note: <u>A side emergency door is not require</u> . However, <u>if installed</u> , it must meet the requirements as set forth in FMVSS 217 (a), regardless of its use with any other combination of emergency exits and the following:	<hr/>

A left side emergency door shall have a 20 inch unobstructed passageway and no flip seat is to be used. A barrier shall be used just before the door opening.

Will the buses be equipped with a left side emergency door?

() Yes () No

Additional Emergency Exits:
All school buses shall be equipped with two emergency window exits per side, and two roof hatches.

Each emergency exit shall comply with FMVSS 217. These emergency exits are in addition to the rear emergency door or exit. Roof hatches must\be Transpec Standard Vent, Model 1970, Specialty Manufacturing 8600, 8900, or 9000 series or equal.

Emergency exit windows shall be as evenly spaced as possible under FMVSS 217 guidelines and shall not be obstructed by any devices.

In addition to the audible warning required on emergency doors by FMVSS 217, additional emergency exits shall also be like protected. Warnings for these exits shall be clearly audible to the bus driver.

School bus emergency exits shall be marked with a minimum one inch wide strip of retro-reflective tape red, white or yellow in color, to be placed around the outside perimeter of the emergency exit opening, not the emergency exit itself. The words **EMERGENCY EXIT**, in letters at least two inches high, shall be placed on the body directly above each emergency window.

Emergency Equipment *(All emergency equipment shall be installed forward of the front barriers).*

Fire Extinguisher:
Buses shall be equipped with at least one pressurized, dry chemical fire extinguisher complete with hose to meet Underwriters Laboratories, Inc., approval. A pressure A pressure gauge shall be mounted on the extinguisher and easily read without without moving the extinguisher from its mounted position.

The bracket shall be a heavy-duty, snap-in, spring type. Band type holders are not acceptable. Fire extinguisher brackets shall be Brooks Equipment Company # 4SC or Ridgeway Bus Products # 51-05 or equal.

The fire extinguisher shall have a capacity of **five pounds** with an Underwriters Laboratories total rating of 2A10BC or greater. The operating mechanism shall be sealed with a type of seal that will not interfere with the use of the fire extinguisher.

First-Aid Kit:
Buses shall have a removable, moisture-proof and dust-proof first-aid kit stored in a metal container and mounted with a separate bracket in an accessible place in driver's compartment. This place shall be marked to indicate its location. Strap-type mounting brackets are not acceptable.

- Contents shall include:**
- | | |
|-----|---|
| 2 | 1" x 2 1/2 yards adhesive tape rolls |
| 24 | sterile gauze pads 3" x 3" |
| 100 | 3/4" x 3" adhesive bandages |
| 8 | 2" bandage compress |
| 10 | 3" bandage compress |
| 2 | 2" x 6" sterile gauze roller bandages |
| 2 | non-sterile triangular bandages approximately 40"x36"x54" width |
| 2 | safety pins |

<u>SPECIFICATIONS:</u>		<u>BIDDING ON \ REMARKS:</u>
3	sterile gauze pads 36" x 36"	_____
3	sterile eye pads	_____
1	pair rounded-end scissors	_____
1	pair latex gloves	_____
1	mouth-to-mouth airway	_____
Body Fluid Clean-up Kit:		
Each bus shall have a removable and moisture-proof body fluid clean-up kit stored in a metal container. Strap-type mounting brackets are not acceptable. It shall be properly mounted and identified as a body fluid clean-up kit. Must meet OSHA regulations.		_____
Warning Devices:		
Each school bus shall contain at least three (3) reflectorized triangle road warning Devices mounted in an accessible place in the driver's compartment or outside storage compartment. These devices must meet requirements in FMVSS 125.		_____
<u>Floor and Floor Coverings</u>		
The floor in the under seat area, including the tops of the wheel housing, driver's compartment and toe board, shall be covered with a rubber floor covering or equivalent, having a minimum overall thickness of 1/8 inch and a calculated burn rate of 0.1 or less using the test measures, procedure and formulas in FMVSS 302 Flammability of Interior Materials.		_____
The floor covering in the aisle shall be of aisle-type rubber or equivalent, wear resistant, and ribbed. The minimum overall thickness shall be 3/16 inch measured from tops of ribs.		_____
The floor covering must be permanently bonded to the floor and must not crack when subjected to sudden changes in temperature. Bonding or adhesive material shall be waterproof and shall be of a type recommended by the manufacturer of the floor-covering material. All seams must be sealed with waterproof sealer.		_____
Buses shall have a screw-down plate to access fuel tank sending unit that is secured and insulated. The plate shall be mounted so that access is readily available to repair personnel and so that the floor covering is not disturbed during the repair process.		_____
The floor shall be of metal or alloy at least equal in strength to 14-gauge prime commercial quality steel and so constructed that exhaust gases cannot enter the passenger compartment.		_____
All closures between the bus body and the engine compartment shall be fitted with gas-tight gaskets and pedal openings shall be closed bellows type, gas-tight boots.		_____
<u>Handrail(s)</u>		
At least one handrail shall be installed. The handrail(s) shall assist passengers during entry or exit, and shall be designed to prevent entanglement.		_____
<u>Hinges</u>		
All exterior metal door hinges which do not have stainless steel, brass, or non-metallic hinge pins or other designs that prevent corrosion shall be designed to allow lubrication to be channeled to the center 75% of each hinge loop without disassembly.		_____
<u>Identification</u>		
School bus bodies shall bear the words, <u>SCHOOL BUS</u> , in eight-inch black letters on National School Bus Yellow, on the front and back of the bus (lettering between flasher lights). <u>Government of Guam School Bus</u> shall be on each side of the bus in at least 8 - 10 inch, black standard, unshaded letters. Lettering shall conform to "Series B" of Standard Alphabets for Highway Signs.		

Each bus shall be numbered on both , front sides and the rear, before being put into service. DPW will inform vendor of assigned numbers to be placed on buses.
(8-10 inch, black lettering)

Inside Height

The inside body height shall be **73 inches** or more, measured metal to metal, at any point on the longitudinal center line from the front vertical bow to the rear vertical bow. *(Highest interior height option as stated in manufacturer’s brochure shall be provided).*

Insulation

Ceilings and walls shall be **insulated** with proper material to deaden sound and reduce vibration to a minimum.

Floor insulation is required, it shall be either **5-ply** nominal **19/32 inches** thick plywood, or a material of equal or greater strength and insulation R value, and it will equal or exceed properties of exterior-type softwood plywood, C-D Grade as specified in standard issued by U. S. Department of Commerce. When plywood is used, all exposed edges shall be sealed. *(Vendor shall, upon delivery of buses, provide a statement explaining type of material used).*

Interior

The interior of the bus shall be free of all unnecessary projections, which include luggage racks and attendant handrails, likely to cause injury. This standard requires inner lining on ceilings and walls. If the ceiling is constructed to contain lapped joints, the forward panel shall be lapped by the rear panel and exposed edges shall be beaded, hemmed, flanged, or otherwise treated to minimize sharp edges.

The driver’s area forward of the foremost padded barriers will permit the mounting of required safety equipment and vehicle operation equipment.

Any added equipment shall be flush mounted.

Lamps and Signals

Interior lamps shall be provided which adequately illuminated aisle and step well. **Step well lights** shall be illuminated by a service door operated switch, to illuminate only when headlights and clearance lights are on and the service door is opened.

Clearance lamps shall automatically illuminate when the headlights are in the “on” position.

L.E.D. lighting shall be used in all exterior body lamps and signals. Eight-way flashing lights and **stop arm** shall be strobe-type L.E.D. Manufacturers’ front chassis lamps are exempt from this requirement.

Buses shall be equipped with two red lamps and two amber lamps at the rear of the vehicle and two red lamps and two amber lamps at the front of the vehicle. One amber lamp shall be located near each red signal lamp at the same level, but closer to the vertical centerline of the bus.

The signaling system, including red and amber signal lamps and a stop arm with alternating flashing lamps, shall be so designed and wired as to have the following characteristics:

A. When the **entrance door is closed**, a **manual push button** may be depressed and the amber pilot light and amber warning lights will flash.

B. When the **entrance door is opened**, the amber pilot and amber warning lights will go off, and the red pilot and red warning lights will flash; also, the stop arm will be extended and lights on the stop arm will flash.

<u>SPECIFICATIONS:</u>	<u>BIDDING ON \ REMARKS:</u>
C. On closing the entrance door, all lights will go out and the stop arm retracts automatically.	<hr/>
D. If the entrance door is opened without depressing the manual push button, no lights will flash, nor will the stop arm be extended.	<hr/>
The area around the lenses of alternately flashing signal lamps shall have a readily visible black border for contrast purposes. Hoods/guards shall be provided over front and rear amber warning lights and red warning lights.	<hr/>
Bus body shall be equipped with amber rear turn signal lamps at least seven inches in diameter. These signal lamps must be connectedto the chassis hazard-warning switch to cause simultaneous flashing of signal lamps when needed as a vehicular traffic hazard warning.	<hr/>
Rear directional lights shall be mounted not more than 15 inches from the plane of the side of the body, and not more than 14 inches below the glass in the rear of the body. All buses shall have side turn indicators on both sides located within six inches of the floor line.	<hr/>
Buses shall be equipped with two red, brake/tail combination lights at least seven inches in diameter and shall be mounted on the rear of the bus just inside the turn signal lamps.	<hr/>
<i>*(In addition to these requirements, all lamps and signals shall comply with applicable SAE specifications).</i>	
Buses shall be equipped with a monitor for the front and rear lamps of the school bus, the monitor shall be mounted in full view of the driver. If the full circuit current passes through the monitor, each circuit shall be protected by a fuse or circuit breakers or other equivalent technology against any short circuit or intermittent shorts.	<hr/>
Alternating headlights shall be provided must operate in conjunction with the red overhead flashers and stop arm.	<hr/>
Daytime running lamps shall be provided.	<hr/>
<u>Metal Treatment</u>	
All metal used in construction of bus body shall be zinc-coated or aluminum-coated or treated by an equivalent process before the bus is constructed. Included are such items as structural members, inside and outside panels, door panels and floor sills. Excluded are such items as door handles, grab handles, interior decorative parts and other interior plated parts.	<hr/>
In addition to the above requirements, all metal parts that will be painted shall be chemically cleaned, etched, zinc-phosphate-coat and zinc-chrome or epoxy primed or conditioned by equivalent process.	<hr/>
In providing for these requirements, particular attention shall be given to lapped surfaces, welded connections of structural members, cut edges punched or drilled hole areas in sheet metal, closed or box sections, unvented or un-drained areas and surfaces subjected to abrasion during vehicle operation.	<hr/>
<u>Mirrors</u>	
Interior mirrors shall be either clear laminated glass or clear view glass bonded to a backing, which retains the glass in the event of breakage. Mirrors shall have rounded corners and protected edges. Buses shall have a minimum of a 6"x 30" mirror. It shall be securely attached on the windshield header and so located as to give the driver a clear view of the entire interior of the bus and the road behind.	<hr/>
Each school bus shall be equipped with a system of exterior mirrors as defined in FMVSS 111.	<hr/>

Rear vision mirrors shall be capable of providing a view along the left and right sides of the vehicle which will provide the driver with a view of the rear tires at ground level.

The **cross view mirror system** shall provide the driver with indirect vision of an area at ground level from the front bumper forward and the entire width of the bus to a point where the driver can see by direct vision. The cross view system shall also provide the driver with direct vision of the area at ground level around the left and right front corners of the bus to include the tires and service entrance to a point where it overlaps with the rear vision mirror system. A **metal reinforcement plate** shall be installed in order to reinforce cross view mirror mounting base area.

This system of mirrors shall be easily adjustable but be **rigidly braced** to reduce vibration.

Mounting

The chassis frames shall support the rear body cross member. The bus body shall be attached to the chassis frame at each main floor sill, except where chassis components interfere, in such a manner as to prevent shifting or separation of the body from the chassis under severe operating conditions.

Insulation material shall be placed at all contact points between the body and chassis frame and shall be so attached to the chassis frame or body that it will not move under severe operating conditions.

Overall Length (Bumper to bumper)

The overall length of the bus shall not exceed **40 feet** excluding accessories.

Overall Width

The overall width of the bus shall not exceed **102 inches** excluding accessories.

Public Address System (*Incorporated with AM\FM Radio-CD system*)

Buses shall be equipped with a public address system having **interior and exterior speakers**. Interior speakers shall be flush mounted with ceiling. A **metal reinforcement plate** shall be installed in order to reinforce exterior speaker’s mounting base area.

Retro-reflective Material

The rear of the bus body shall be marked with strips of retro-reflective National School Bus Yellow (NSBY) material to outline the perimeter of the back of the bus using material which conforms with the requirements of FMVSS 571.131 (Table I). The perimeter marking of rear emergency exits per FMVSS 217 and/or the use of retro-reflective SCHOOL BUS signs partially accomplish the objective of this requirement. To complete the perimeter marking of the back of the bus, strips of at least one-inch retro-reflective NSBY material shall be applied horizontally above the rear windows and above the rear bumper, extending from the rear emergency exit perimeter marking outward to the left and rear corners of the bus. Vertical strips shall be applied at the corners connecting these horizontal strips.

SCHOOL BUS signs, if not of a lighted design, shall be marked with Retro-reflective NSBY material comprising a **background** for lettering of the front and/or rear **SCHOOL BUS** signs.

The sides of the bus body shall be marked with retro-reflective NSBY material at least **one inch** in width, extending the length of the bus body and located (vertically) between the floor line and the belt line.

Rub Rails

There shall be one rub rail located on each side of the bus approximately at **seat level** which shall extend from the rear side of the entrance door completely around the bus body (except emergency door or any maintenance access door) to a point of curvature near the outside cowl on the left side.

There shall be one additional rub rail located approximately at the **floor line** which shall cover the same longitudinal area as the upper rub rail, except at the wheel housing, and shall extend only to radii of the right and left rear corners.

Rub rails above the floor line shall be attached at each body post and all other upright structural members.

Each rub rail shall be **4 inches** or more in width (high) in their finished form, shall be of **16-gauge** metal or other suitable material of equivalent strength, suitable to protect body side panels from damage. Rub rails shall be constructed in a corrugated or ribbed fashion.

Rub rails shall be applied to the outside of the body or outside body posts. Pressed-in or Snap-on rub rails do not satisfy this requirement.

The bottom edge of the body side skirts shall be stiffened by application of a rub rail, or the edge may be stiffened by providing a flange or other stiffeners.

Seat Belt for Driver

The driver’s seat shall be equipped with the seat belt anchored to the floor, housed in scabbard and equipped with an emergency locking retractor (one side only). The driver’s seat shall be equipped with a Type II occupant protection (lap and shoulder belt). Adjustability of the mounting point for the driver’s seat belt pillar loop shall be provided to accommodate all heights and weights of bus drivers without interference with the driver’s face or neck. The requirements of FMVSS 209 and 210 shall be met.

The driver’s seat belt shall be high visibility **orange or lime green** in color on all buses. All buses must be equipped with a continuous audible and visual **warning signal** activated when the driver’s seat belt is not fastened and the ignition is in the on position. The warning signal shall be different from low air or emergency exit buzzer.

Seats and Crash Barriers (*Seat belts for passenger seats not required*).
Seating capacity shall be **60** passengers not including driver.

Seats shall be spaced to obtain a minimum of **24-inch** hip-to-knee room measured horizontally at the seat cushion level at the transverse centerline of the seat.

A (**3 passenger x 2 passenger**) seating plan shall be used:
12 left side seats, each **45** inches wide and **12 right side seats**, each **30** inches wide shall be installed.

All **seats** shall be bench style, forward facing, have a minimum depth of **15 inches** and conform to the seatback height requirements of FMVSS 222.

All seats and backs shall be a **standard color**. Seat and back cushions of all seats shall be designed to safely support the designated number of passengers. All seat coverings shall meet FMVSS regulations and School Bus Manufacturer Technical Council Guidelines.

All seats shall be bench style, forward facing, have a minimum depth of 15 inches And conform to the seatback height requirements of FMVSS 222. No transit or activity seat will be used. There shall be no armrest on student seats. No bus shall be equipped with **jump seats or portable seats**.

The **driver seat** shall be of the high back, air or mechanical suspension, box pedestal -type with a minimum seat back adjustment of 15 degrees and with a head restraint to accommodate a 95 percentile adult male (95 percentile adult male as defined in FMVSS 208).

All **restraining barriers** and **passenger seats** shall be constructed with materials that, at a minimum, meet the criteria contained in the School Bus Seat Upholstery Fire Resistant Test.

SPECIFICATIONS:	BIDDING ON \ REMARKS:
<p>A driver storage pouch shall be provided on the front of the barrier behind driver’s seat. This pouch shall be fire resistant and the same color as the bus seats.</p>	<hr/>
<p>Step Treads All steps, excluding the floor line platform area, shall be covered with a 3/16-inch pebble-tread-type, rubber floor covering or other materials equal in wear and abrasion resistance to top grade rubber.</p>	<hr/>
<p>Steering Wheel Manufacturer’s standard with tilt adjustment.</p>	<hr/>
<p>Stirrup Step There shall be one stirrup step on each side of the front of the body for use in Cleaning the windshield and lamps. There shall be one handle on each side, at least eight inches in length suitably located for the driver to use while cleaning the windshield and lamps. The stirrup steps and the handles shall be of rust-resistant material.</p>	<hr/>
<p>Stop Arm Signal (Air Powered) All stop arm signals shall be of the strobe-type and have high-intensity, Retro-reflective coating. The stop signal – arm shall comply with the requirements of FMVSS 131.</p>	<hr/>
<p>Sun Shield Each school bus shall have an interior adjustable sun visor with minimum measurements of 6 inches by 30 inches. It shall be installed in a position convenient for use by the driver, anchored on both ends, and shall be tinted transparent plastic or phlex-o-glass.</p>	<hr/>
<p>Undercoating (<i>Certification shall be provided with delivery</i>) The entire underside of the bus body, including floor sections, the cross member and below floor line side panels, shall be coated with rust-proofing.</p> <p>The undercoating compound shall be applied with suitable airless or conventional spray equipment to the recommended film thickness and shall show no evidence of voids in cured film.</p>	<hr/>
<p>Ventilation Auxiliary fans shall be installed and shall meet the following requirements:</p> <p>A. Fans for front left and right sides shall be placed in a location where they can be adjusted for maximum effectiveness and do not obstruct vision to any mirror.</p> <p>B. Fans shall be a nominal 6” diameter.</p> <p>C. Fan blades shall be covered with a protective cage. Each fan shall be controlled by a separate switch.</p> <p>The body shall be equipped with a suitably controlled ventilating system of sufficient capacity to maintain the proper quantity of air under operating conditions, without having to open windows except in extremely warm weather.</p>	<hr/>
<p>Wheel Housing The wheel housing shall be attached to the floor sheets in such a manner as to prevent any dust, water or fumes from entering the body. The wheel housing shall be constructed of at least 16-gauge steel or other material of equal tensile strength.</p> <p>The inside height of the wheel housing above the floor line shall not exceed 12 inches.</p>	<hr/>

SPECIFICATIONS:	BIDDING ON \ REMARKS:
<p><u>Windshield and Windows</u></p> <p>All side windows shall open vertically so as to provide an unobstructed opening of not less than 9 inches high and 22 inches wide, obtained by lowering the window. Windows shall be a split-sash type and so installed as to provide an emergency exit. There shall be no horizontal, transit or activity-style windows in the student compartment.</p>	<hr/> <hr/>
<p>All exposed edges of glass shall meet FMVSS requirements.</p>	<hr/>
<p><u>Window Tint</u> (<i>Factory installed</i>)</p> <p>A tinted and shaded windshield with 73% light transmitted and a six-inch shaded band across the top shall be installed at the factory.</p>	<hr/>
<p>All windows in the passenger compartment shall be tinted with 28% light transmitted. The driver's compartment side window and entrance door windows shall be tinted with 70- 75% light transmitted.</p>	<hr/>
<p><u>Windshield Washers</u></p> <p>A windshield washer system shall be provided that will service the entire wiped surface area.</p>	<hr/>
<p><u>Windshield Wipers</u></p> <p>A windshield wiping system, two speed or variable speed, with an intermittent feature shall be provided. The wipers shall meet the requirements of FMVSS 104.</p>	<hr/>
<p>The wipers shall be operated by one or more air or electric motors of sufficient power to operate the wipers.</p>	<hr/>
<p><u>Wiring</u></p> <p>All wiring shall conform to current standards of the Society of Automotive Engineers.</p>	<hr/>
<p>The entire electrical system of the body shall be designed for the same voltage as the chassis on which the body is mounted.</p>	<hr/>
<p>All wiring shall have an amperage capacity equal to or exceeding the designed load. All wiring splices are to be done at an accessible location and noted as splices on the wiring diagram.</p>	<hr/>
<p>A body-wiring diagram of easily readable size shall be furnished with each bus body or affixed in an area convenient to the electrical accessory control panel.</p>	<hr/>
<p>The body power wire shall be attached to a special terminal on the chassis. All wires passing through metal openings shall be protected by a grommet. Wires and tubing shall be enclosed within body panels.</p>	<hr/> <hr/> <hr/>
<p>Circuits:</p> <p>Wiring shall be arranged in circuits as required with each circuit protected by a circuit breaker or electronic protection device. A system of color and number coding shall be used and an appropriate identifying diagram shall be provided to DPW along with the wiring diagram provided by the chassis manufacturer.</p>	<hr/>
<p>Each body circuit shall be coded by number or letter on a diagram of circuits and shall be attached to the body in readily accessible location.</p>	<hr/>
<p><u>Required accessories and additional options:</u></p>	
<p>1. (1) set wheel chocks per bus.</p>	<hr/>
<p>2. Anti-vandalism package with spare keys.</p>	<hr/>
<p>3. Exterior storage compartment (lockable).</p>	<hr/>
<p>4. (2) sets of all keys required for buses.</p>	<hr/>
<p>5. (1) Line setting ticket (<i>fast moving parts list</i>) per bus.</p>	<hr/>
<p>6. All mounting hardware for license plates.</p>	<hr/>

7. (Protective Coatings) A durable, high-performance, hardened\ dry type, black colored coating shall be applied to the inner portions of exterior storage & battery boxes and their inner door panels . This coating shall guard against corrosion, abrasion, impact and weather. The coating shall provide a flexible, textured surface.

A clear, durable, self-healing, protective coating equaled to that utilized in commercial bus and auto applications which guards against corrosion and weather shall be applied on top of standard paint in areas including: Perimeters of doors, lower skirt seams and all door hinges.

Certification of the application of these coatings shall be provided at the time of delivery to DPW.

Special Provision:

Factory Inspection Trips “Post construction and assembly \ Pre- shipment inspections”:

The contractor shall include in the bid/quote price, (2) two factory inspection trips for (4) four employees from the Department of Public Works (DPW) for the purpose of the inspection and testing prior to the shipment of the buses.

In addition to the bidder or its representative, the inspection trips shall be attended by DPW personnel involved in, or responsible for, the writing of the bid specifications, final acceptance, maintenance or operation of the buses. The trips will be to inspect the finished product, perform operational tests on buses and to ensure compliance to specifications prior to ocean shipping from manufacturer’s factory or final assembly plant, and shall consist of the following criteria:

- 1) Workmanship
- 2) Quality Conformance and compliance to bid specifications
- 3) First production Vehicle\Bus
- 4) Customer Orientation\Product briefing.
- 5) Wash Test: DPW personnel shall be given a demonstration which allows them to witness the wash test performed on at least one bus that will be delivered. The successful bidder shall provide a factory certification that each bus to be delivered was like tested and free of leaks. This documentation shall be provided at the time of delivery to DPW.

The inspection trips shall be of such minimum duration that allows for business at hand to be completed and scheduled to allow adequate time for discrepancies to be addressed and corrected before the buses are to be shipped to Guam.

Trip# 1

The first trip shall be for the purpose of inspecting the first manufactured/completed bus. This inspection will be attended/performed by (2) two DPW employees. Upon completion of this initial inspection and any necessary adjustments to the bus, DPW will advise the vendor of its approval to commence the manufacturing/assembly of the remaining units. *(This inspection shall be scheduled for a minimum duration of (2) two days.)*

Trip# 2

The second trip shall be for the purpose of randomly inspecting the units ready to be shipped to Guam. This inspection will be attended/performed by (2) two DPW employees. Upon completion of this inspection and any necessary adjustments to the buses, DPW will advise the vendor of its recommendations regarding the shipment of the buses to Guam. *(This inspection shall be scheduled for a minimum duration of (3) three days.)*

The successful bidder shall provide round trip air fare, transportation and accommodations for (4) four representatives from the Department of Public Works for the post construction inspections and shall be responsible for the cost of:

- 1. Transportation: Guam to Factory location and Return to Guam, From lodging to factory\ assembly plant and return (i.e. rental vehicle or shuttle service)
- 2. Lodging: 1 Hotel Room per employee with (Full sized bed, Air-conditioning\heater, free Wi-Fi access)
Trip#1 (2) two days minimum.
Trip#2 (3) three days minimum.
Lodging shall be located within a reasonable distance from factory\assembly plant.

3. Quantity: (4) Four Employees.

4. Meals: 3 meals per day, per employee to include days in transit.

*Note: The successful bidder shall provide travel information to DPW, Transportation Maintenance Division no less than (21) twenty one calendar days prior to the scheduled departure dates.

() Yes, as requested:

() NO, remarks: _____

Build Sheet: A factory certified document that states the standard and optional equipment\features included with the buses being offered for this bid shall be provided at least (7) seven calendar days prior to the Post construction\Pre shipment inspection. *(A manufacturer's brochure will not satisfy this requirement).*

() Yes, as requested:

() NO, remarks: _____

OCEAN FREIGHT

Buses will ship roll on roll off service by ocean to Guam port. Buses shall be shipped under deck to prevent direct exposure to salt air and spray.

() Yes, as requested:

() NO, remarks: _____

Factory Recalls

All factory recalls, modification, news bulletins, illustrations, etc. shall be routed to DPW Transportation Maintenance division throughout the life of the bus.

() Yes, as requested:

() NO, remarks: _____

Service\Maintenance and Repair Manuals

The successful bidder shall provide DPW with (2) two complete sets of the most current service manuals (**Book Form**) and access to them electronically at no additional cost during the life of the bus. Manuals shall cover the **entire bus** to include: **Engine, Transmission, Body, Chassis, Wiring locators\diagrams and all parts manuals** associated with bus.

() Yes, as requested:

() NO, remarks: _____

Diagnostic Equipment (To include all user's manuals and code books)

The successful bidder shall provide DPW (1) one **complete set** of Diagnostic equipment for bus. The equipment shall include:

Software for Engine, Transmission, Electrical\ Electronics and Brake system shall be loaded on the laptop. Access to downloadable versions at no additional cost during the life of the bus shall be provided.

Hardware to include Laptop ("Tough Book" type) computer and Data ports\cables and any required accessories.

() Yes, as requested:

() NO, remarks: _____

Training Required: *(To be conducted by Factory\ Manufacture authorized instructor\ s within 10-30 calendar days after delivery of busses).*

The successful bidder shall provide an **on – island**, Technician level; Factory certification type training course associated with the buses delivered. 5 – 7 Government of Guam personnel shall receive a minimum **40 hour training course**, covering but not limited to the following:

- 1. **Diagnostic** procedures\techniques (utilizing diagnostic equipment supplied in this bid).
- 2. **Maintenance and Repair** procedures\techniques for Engine, Transmission, Brakes and Electrical wiring and circuits. *(With an emphasis on multiplex wiring if applicable)*
- 3. **Preventive maintenance** procedures\techniques.

**Note (Vendor shall provide info. regarding course agenda and scheduling at least 14 days prior to conducting the training).*

() **Yes**, as requested:
() **NO**, remarks: _____

Warranty\Guarantee: *(All guarantee, warranty, and service periods begin on date of acceptance).*

1. The successful bidder shall **guarantee** all parts, components, materials and workmanship associated with the buses delivered to be free from defects for the period of (1) year / 12,000 miles starting at the date of delivery. **Unlimited** to include batteries, light bulbs, fuses etc. **Unless defect is determined to be caused by obvious operator negligence.**

() **Yes**, as requested:
() **NO**, remarks: _____

2. The successful bidder shall also provide all the respective manufacturers’ standard warranty coverages for the complete bus and its applicable components including, but not limited to, bus body, chassis, engine, transmission and drive axle. **Certification of warranty coverages and their limitations shall be provided upon delivery of buses to DPW.**

() **Yes**, as requested:
() **NO**, remarks: _____

3. The successful bidder shall be fully responsible to entertain, address, negotiate and schedule any and all warranty related issues whether in house or with outside vendors.

() **Yes**, as requested:
() **NO**, remarks: _____

4. The successful bidder shall provide warranty services such as diagnostic, repair or adjustments and to the buses on government premises or field location. If repair or services cannot be done on location, bidder shall have bus transferred to shop where repair can be executed at any time within the warranty period **(at no cost to the Government of Guam).**

() **Yes**, as requested:
() **NO**, remarks: _____

5. Vendor shall record mileage accumulated prior to delivery. The recorded mileage shall be added to mileage limitations for all warranty and service, and preventive maintenance periods.

() **Yes**, as requested:
() **NO**, remarks: _____

Service\ Preventive maintenance:

1. Successful bidder will perform all manufacture’s recommended **Preventive Maintenance** service for the duration of the powertrain warranty (no less than 24 months or \24,000 miles whichever comes first) **at no cost to the Government of Guam.**) All parts, materials, labor and disposals shall be provided. **(Cost to be included with this bid offer.) Services shall include, but not be limited to, fluid and lubricant changes, greasing, flushes, periodic maintenance inspections and tire rotations. (Tire replacements due to normal wear and daily routine inspections will be the responsibility of the Government of Guam).** Documentation \ **Service contract stating the service agreement, schedules and plan shall be included with the delivery of buses.**

- () Yes, as requested:
- () NO, remarks: _____

Warranty and service conditions:

1. The successful bidder shall be responsible for all cost associated with warranty and service. **To include but not limited to: Transport, diagnostic, parts, labor, disposal etc.**

- () Yes, as requested:
- () NO, remarks: _____

2. During warranty period, the Government of Guam will not be liable for diagnostic fees not covered by warranty. **Exception: (Defect determined to be caused by obvious operator negligence).**

- () Yes, as requested:
- () NO, remarks: _____

If the service is determined to be Non-Warranted, the bidder shall provide a labor cost (hourly) for such requirements \$ _____/hour.

3. All warranty and maintenance services\repairs shall be performed by manufacture\factory trained, authorized technicians.

- () Yes, as requested:
- () NO, remarks: _____

4. Due to nature of services provided by the Government of Guam all preventive maintenance and warranty repairs shall be subject to **priority scheduling and performed expeditiously.**

- () Yes, as requested:
- () NO, remarks: _____

5. If equipment is out of service for (14) fourteen consecutive calendar days or longer awaiting parts, service or repairs, the total amount of time will added to all active warranty, service and preventive maintenance periods.

- () Yes, as requested:
- () NO, remarks: _____

NOTE:

All school buses shall receive all the factory\ manufacture recommended **pre-delivery service** prior to delivery to DPW.

Partial deliveries will not be accepted. All requirements specified must be provided at time of delivery unless stated otherwise within these specifications. (i.e. Training and or inspection)

Bidders shall indicate in their bids any **deviations** from the requirements specified. Item being offered shall be stated on the remarks column or in a letter for the evaluation process. Failure to comply may result in the rejection of the bid proposal.

Original\Updated Manufacture’s brochure shall be furnished with this bid proposal.

Certificate of Origin will be provided at time of delivery.

Buses must be inspected and pass inspection by authorized **safety inspection** station.

Buses must be delivered to **the Department of Public Works** for final inspection and acceptance.

BIDDING ON:

MANUFACTURED BY: _____

YEAR: _____

MAKE: _____

MODEL: _____

PLACE OF ORIGIN: _____

DATE OF DELIVERY: _____

These specifications were drafted by:

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